

FRANKLIN BROCKWAY GOWDY,
SBN 47918
THOMAS D. KOHLER, SBN 207917
MORGAN, LEWIS & BOCKIUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1126
Telephone: 415/442-1000
Facsimile: 415/442-1001

DAVID C. BOHRER, SBN 212397
MICHAEL J. LYONS, SBN 202284
MORGAN, LEWIS & BOCKIUS LLP
2 Palo Alto Square
3000 El Camino Real, Suite 700
Palo Alto, CA 94306-2212
Telephone: 650/843-4000
Facsimile: 650/843-4001

Attorneys for Plaintiff and Counter-
defendant NIDEC CORPORATION

MARTIN R. GLICK (No. 40187)
SIMON J. FRANKEL (No. 171552)
HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
Three Embarcadero Center, 7th Floor
San Francisco, California 94111-4024
Telephone: 415/434-1600
Facsimile: 415/217-5910

MORTON AMSTER
ANTHONY F. LO CICERO
CHARLES R. MACEDO
AMSTER, ROTHSTEIN & EBENSTEIN LLP
90 Park Avenue
New York, New York 10016
Telephone: 212/336-8000
Facsimile: 212/336-8001

Attorneys for Defendants and Counter-
claimants VICTOR COMPANY OF JAPAN,
LTD., and JVC COMPONENTS
(THAILAND) CO., LTD., and Defendants
AGILIS INC. (misidentified as "KABUSHIKI
KAISHA AGILIS" in the Complaint), and
AGILIS TECHNOLOGY INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

NIDEC CORPORATION

Plaintiff,

v.

VICTOR COMPANY OF JAPAN, LTD.,
JVC COMPONENTS (THAILAND) CO.,
LTD., KABUSHIKI KAISHA AGILIS, and
AGILIS TECHNOLOGY INC.,

Defendants.

Case No. C05 00686 SBA

STIPULATED PROTECTIVE ORDER ;
ORDER

Stipulated Protective Order

CO5 00686 SBA

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation would be
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Stipulated
7 Protective Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords extends only to the limited information or items
9 that are entitled under the applicable legal principles to treatment as confidential. The
10 parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective
11 Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-
12 5 sets forth the procedures that must be followed and reflects the standards that will be
13 applied when a party seeks permission from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 Party: any party to this action, including all of its officers, directors,
16 employees, consultants, retained experts, and outside counsel (and their support staff).

17 2.2 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner generated, stored, or maintained (including, among other things,
19 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
20 responses to discovery in this matter.

21 2.3 "Confidential" Information or Items: information (regardless of how
22 generated, stored or maintained) or tangible things that qualify for protection under
23 standards developed under Fed. R. Civ. P. 26(c).

24 2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items:
25 extremely sensitive "Confidential Information or Items" whose disclosure to another Party
26 or non-party would create a substantial risk of serious injury that could not be avoided by
27 less restrictive means. Examples of "Highly-Confidential – Attorneys' Eyes Only
28 Information" include, but are not limited to: material concerning research, development,
design, structure, operation and testing of prototypes and commercial products; financial

Stipulated Protective Order

CO5 00686 SBA

material including information concerning costs, profits, pricing, sales, and revenue; business organization charts; and material concerning intellectual property license agreements and negotiations.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7 Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential- Attorneys’ Eyes Only.”

2.8 Protected Material: any Disclosure or Discovery Material that is designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action.

2.10 House Counsel: attorneys who are employees of a Party.

2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their support staffs).

2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or a current employee of a competitor of a Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; interpreting; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

1 3. SCOPE

2 The protections conferred by this Stipulated Protective Order cover not only
3 Protected Material (as defined above), but also any information copied or extracted
4 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus
5 testimony, conversations, or presentations by parties or counsel to or in court or in other
6 settings that might reveal Protected Material. The Parties agree to treat as confidential any
7 information produced by a third party in the same manner as if it were produced by a Party.

8 4. DURATION

9 Even after the termination of this litigation, the confidentiality obligations
10 imposed by this Stipulated Protective Order shall remain in effect until a Designating Party
11 agrees otherwise in writing or a court order otherwise directs.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or non-party that designates information or items for protection under this
15 Stipulated Protective Order must take care to limit any such designation to specific material
16 that qualifies under the appropriate standards. A Designating Party must take care to
17 designate for protection only those parts of material, documents, items, or oral or written
18 communications that qualify – so that other portions of the material, documents, items, or
19 communications for which protection is not warranted are not swept unjustifiably within the
20 ambit of this Stipulated Protective Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified, or that have been made for an improper purpose
23 (e.g., to unnecessarily encumber or retard the case development process, or to impose
24 unnecessary expenses and burdens on other parties), expose the Designating Party to
25 sanctions.

26 If it comes to a Party's or a non-party's attention that information or items that
27 it designated for protection do not qualify for protection at all, or do not qualify for the level
28 of protection initially asserted, that Party or non-party must promptly notify all other parties
that it is withdrawing the mistaken designation

Stipulated Protective Order

CO5 00686 SBA

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
 2 this Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a) below), or as
 3 otherwise stipulated or ordered, material that qualifies for protection under this Stipulated
 4 Protective Order must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Stipulated Protective Order requires:

6 (a) for information in documentary form (apart from transcripts of
 7 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
 8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on
 9 each page that contains protected material. If only a portion or portions of the material on a
 10 page qualifies for protection, the Producing Party also must clearly identify the protected
 11 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
 12 portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY
 13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

14 A Party or non-party that makes original documents or materials
 15 available for inspection need not designate them for protection until after the inspecting
 16 Party has indicated which material it would like copied and produced. During the inspection
 17 and before the designation, all of the material made available for inspection shall be deemed
 18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party
 19 has identified the documents it wants copied and produced, the Producing Party must
 20 determine which documents, or portions thereof, qualify for protection under this Stipulated
 21 Protective Order, then before producing the specified documents, the Producing Party must
 22 affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 23 ATTORNEYS’ EYES ONLY”) on each page that contains Protected Material. If only a
 24 portion or portions of the material on a page qualifies for protection, the Producing Party
 25 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
 26 the margins) and must specify, for each portion, the level of protection being asserted (either
 27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

28 (b) for testimony given in deposition or in other pretrial or trial
 proceedings, that the Party or non-party offering or sponsoring the testimony identify either

Stipulated Protective Order

CO5 00686 SBA

1 on the record, before the close of the deposition, hearing, or other proceeding, or in writing
 2 up to 20 days after receiving notice from the reporter that the transcript is available for
 3 review, all protected testimony, and further specify any portions of the testimony that qualify
 4 as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Only those portions of
 5 the testimony that are appropriately designated for protection within the 20 days shall be
 6 covered by the provisions of this Stipulated Protective Order. Counsel receiving such notice
 7 shall be responsible for destroying any copies of any improperly designated transcript or
 8 portion thereof in their possession or control upon the availability of the properly designated
 9 transcript from the court reporter. Pending expiration of the 20 days, deposition transcripts
 10 and exhibits not previously produced shall be treated as if they had been designated
 11 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

12 Transcript pages containing Protected Material must be separately
 13 bound by the court reporter, who must affix on each such page the legend
 14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as
 15 instructed by the Party or non-party offering or sponsoring the witness or presenting the
 16 testimony.

17 (c) for information produced in some form other than documentary, and
 18 for any other tangible items, that the Producing Party affix in a prominent place on the
 19 exterior of the container or containers in which the information or item is stored the legend
 20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
 21 only portions of the information or item warrant protection, the Producing Party, to the
 22 extent practicable, shall identify the protected portions, specifying whether they qualify as
 23 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

24 (d) For written discovery responses, by placing an appropriate legend on
 25 each page of the documents, or by providing any portion thereof containing designated
 26 information in a separate document, appended to the main body of the response and
 27 incorporated by reference therein;

28 (e) For declarations or pleadings, by placing an appropriate legend on the

Stipulated Protective Order

CO5 00686 SBA

1 face of any such declaration or pleading; and

2 (f) For oral disclosures (other than paragraph 5.2(b) above), by oral
3 communication contemporaneous with the disclosure followed by confirmation in writing
4 within 7 calendar days of the disclosure thereof.

5 (g) Consistent with the custom and practice of the Northern District of
6 California, the parties will provide redacted public versions of all filings which include
7 material filed under seal.

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items as “Confidential” or “Highly Confidential
10 - Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s right to
11 secure protection under this Stipulated Protective Order for such material. If material is
12 appropriately designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”
13 after the material was initially produced, the Receiving Party, on timely notification of the
14 designation, must make reasonable efforts to assure that the material is treated in accordance
15 with the provisions of this Stipulated Protective Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Unless a prompt challenge to a Designating
18 Party’s confidentiality designation is necessary to avoid foreseeable substantial unfairness,
19 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a
20 Party does not waive its right to challenge a confidentiality designation by electing not to
21 mount a challenge promptly after the original designation is disclosed.

22 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
23 Designating Party’s confidentiality designation must do so in good faith and must begin the
24 process by conferring directly (in voice to voice dialogue; other forms of communication are
25 not sufficient) with counsel for the Designating Party. In conferring, the challenging Party
26 must explain the basis for its belief that the confidentiality designation was not proper and
27 must give the Designating Party an opportunity to review the designated material, to
28 reconsider the circumstances, and, if no change in designation is offered, to explain the basis

Stipulated Protective Order

CO5 00686 SBA

for the chosen designation. A challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first.

6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements imposed in the preceding paragraph and that sets forth with specificity the justification for the confidentiality designation that was given by the Designating Party in the meet and confer dialogue.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) the Receiving Party's Outside Counsel of record in this action, as
Stipulated Protective Order CO5 00686 SBA

1 well as employees of said Counsel to whom it is reasonably necessary to disclose the
2 information for this litigation;

3 (b) the officers, directors, and employees (including House Counsel) of
4 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who
5 have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

6 (c) Experts (as defined in this Stipulated Protective Order) (1) to whom
7 disclosure is reasonably necessary for this litigation, (2) who have signed the "Agreement to
8 Be Bound by Protective Order" (Exhibit A); and (3) as to whom the procedures set forth in
9 paragraph 7.4, below, have been followed and employees of such Expert to whom disclosure
10 is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound
by Protective Order" (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters, their staffs, and Professional Vendors to whom
13 disclosure is reasonably necessary for this litigation;

14 (f) during their depositions, witnesses in the action to whom disclosure
15 is reasonably necessary and who have signed the "Agreement to Be Bound by Protective
16 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that
17 reveal Protected Material must be separately bound by the court reporter and may not be
18 disclosed to anyone except as permitted under this Stipulated Protective Order; and

19 (g) the author of the document or the original source of the information
20 or a recipient as indicated on the document.

21 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in
23 writing by the Designating Party, a Receiving Party may disclose any information or item
24 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

25 (a) the Receiving Party's Outside Counsel of record in this action, as
26 well as employees of said Counsel to whom it is reasonably necessary to disclose the
27 information for this litigation;

28 (b) Experts (as defined in this Stipulated Protective Order) (1) to whom

Stipulated Protective Order

CO5 00686 SBA

disclosure is reasonably necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed and employees of such Expert to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(c) the Court and its personnel;

(d) court reporters, their staffs, and Professional Vendors to whom disclosure is reasonably necessary for this litigation; and

(e) the author of the document or the original source of the information or a recipient of the document as indicated thereon.

7.4 Procedures for Approving Disclosure of Protected Material or Items to “Experts”

(a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Stipulated Protective Order) any information or item that has been designated as Protected Material, by another party, first must make a written request to the Designating Party that (1) sets forth the full name of the Expert and the city and state of his or her primary residence, (2) attaches a copy of the Expert’s current resume, (3) identifies each person or entity from whom the Expert has received compensation for work in his or her areas of expertise or to whom the expert has provided professional services at any time during the preceding five years, and (4) identifies (to the extent known to the Expert, the name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has provided any professional services during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding paragraph may disclose the subject Protected Material to the identified Expert unless, within seven court days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

Stipulated Protective Order

CO5 00686 SBA

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any additional means that might be used to reduce the risk. In addition, any such motion must be accompanied by a competent declaration in which the movant describes the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and sets forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

In any such proceeding the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

The Receiving Party also must immediately inform in writing the Party who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this Stipulated Protective Order. In addition, the Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that caused the subpoena or order to issue.

Stipulated Protective Order

CO5 00686 SBA

1 The purpose of imposing these duties is to alert the interested parties to the
 2 existence of this Stipulated Protective Order and to afford the Designating Party in this case
 3 an opportunity to try to protect its confidentiality interests in the court from which the
 4 subpoena or order issued. The Designating Party shall bear the burdens and the expenses of
 5 seeking protection in that court of its confidential material – and nothing in these provisions
 6 should be construed as authorizing or encouraging a Receiving Party in this action to
 7 disobey a lawful directive from another court.

8 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 10 Protected Material to any person or in any circumstance not authorized under this Stipulated
 11 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
 12 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the
 13 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
 14 made of all the terms of this Stipulated Protective Order, and (d) request such person or
 15 persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached
 16 hereto as Exhibit A.

17 10. FILING PROTECTED MATERIAL.

18 Without written permission from the Designating Party or a court order
 19 secured after appropriate notice to all interested persons, a Party may not file in the public
 20 record in this action any Protected Material. A Party that seeks to file under seal any
 21 Protected Material must comply with Civil Local Rule 79-5.

22 In applications and motions to the Court, all submissions of Designated
 23 Material shall be filed with the Court pursuant to Civil L.R. 79-5 in sealed enclosures on
 24 which shall be affixed the title of the particular action, an indication of the nature of their
 25 contents, the word “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’
 26 EYES ONLY” and a statement substantially in the following form:

27 THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS SUBJECT
 28 TO A PROTECTIVE ORDER ENTERED IN THIS ACTION. IT IS NOT TO BE
 29 OPENED NOR ARE ITS CONTENTS TO BE DISPLAYED, REVEALED OR MADE

Stipulated Protective Order

CO5 00686 SBA

1 PUBLIC, EXCEPT BY ORDER OF THE COURT.

2 11. FINAL DISPOSITION.

3 Unless otherwise ordered or agreed in writing by the Producing Party, within
 4 sixty days after the final termination of this action, each Receiving Party must return or
 5 destroy all Protected Material to the Producing Party. As used in this subdivision, "all
 6 Protected Material" includes all copies, abstracts, compilations, summaries or any other form
 7 of reproducing or capturing any of the Protected Material. Whether the Protected Material is
 8 returned or destroyed, the Receiving Party must submit a written certification to the
 9 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty
 10 day deadline that identifies (by category, where appropriate) all the Protected Material that
 11 was returned or destroyed and that affirms that the Receiving Party has not retained any
 12 copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of
 13 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
 14 archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence
 15 or attorney work product, even if such materials contain Protected Material. Any such
 16 archival copies that contain or constitute Protected Material remain subject to this Stipulated
 Protective Order as set forth in Section 4 (DURATION), above.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
 19 abridges the right of any person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 21 Stipulated Protective Order no Party waives any right it otherwise would have to object to
 22 disclosing or producing any information or item on any ground not addressed in this
 23 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to
 24 use in evidence of any of the material covered by this Stipulated Protective Order.

25 12.3 Nothing in this Protective Order shall be construed as requiring
 26 disclosure of privileged materials, materials subject to protection under the work product
 27 doctrine, or materials which are otherwise beyond the permissible scope of discovery. This
 Protective Order is intended to provide a mechanism for the handling of confidential

28 Stipulated Protective Order

CO5 00686 SBA

1 information to which there is no objection to producing or disclosing other than as to its
2 confidentiality.

3 12.4 Nothing in this Protective Order shall bar or otherwise restrict any
4 attorney herein from rendering advice to his client with respect to this litigation and, in the
5 course thereof, relying in a general way upon his examination of "HIGHLY
6 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" or "CONFIDENTIAL" material
7 produced or exchanged herein; provided, however, that in rendering such advice and in
8 otherwise communicating with his client, the attorney shall not violate this Protective Order
9 by disclosing the contents of or the source of any "HIGHLY CONFIDENTIAL --
10 ATTORNEYS' EYES ONLY" or "CONFIDENTIAL" material produced by the other party
11 herein and designated by such producing party as being "HIGHLY CONFIDENTIAL --
12 ATTORNEYS' EYES ONLY" or "CONFIDENTIAL," unless otherwise permitted by this
Protective Order.

13 12.5 The restrictions on dissemination of information contained herein shall
14 not apply to information which, prior to disclosure hereunder, is either in the possession or
15 knowledge of the inspecting party or person who, absent this Protective Order is under no
16 restriction with respect to the dissemination of such information, or to information which is
17 public knowledge or which, after disclosure, becomes public knowledge other than through
18 an act or omission of a party receiving the information designated under this Protective
19 Order.

20 12.6 The Court shall retain jurisdiction to resolve any dispute concerning the
21 use of information disclosed hereunder.
22
23
24
25
26
27

28 Stipulated Protective Order

CO5 00686 SBA

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: September 21, 2005

MARTIN R. GLICK (No. 40187)
SIMON J. FRANKEL (No. 171552)
HOWARD RICE NEMEROVSKI CANADY
FALK & RABKIN
A Professional Corporation

MORTON AMSTER (pro hac vice)
ANTHONY F. LO CICERO (pro hac vice)
CHARLES R. MACEDO (pro hac vice)
AMSTER, ROTHSTEIN & EBENSTEIN LLP
90 Park Avenue
New York, New York 10016

10 By: 

SIMON J. FRANKEL

Attorneys for Defendants and Counter-Claimants
VICTOR COMPANY OF JAPAN, LTD., and JVC
COMPONENTS (THAILAND) CO., LTD., and
Defendants AGILIS INC. and AGILIS
TECHNOLOGY INC.

14 September 21, 2005

FRANKLIN BROCKWAY GOWDY (No. 47918)
THOMAS D. KOHLER (No. 207917)
MORGAN, LEWIS & BOCKIUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1126

DAVID C. BOHRER (No. 212397)
MICHAEL J. LYONS (No. 202284)
MORGAN, LEWIS & BOCKIUS LLP
2 Palo Alto Square
3000 El Camino Real, Suite 700
Palo Alto, CA 94306-2212

21 By: 

Attorneys for Plaintiff/Counterclaim Defendant
NIDEC CORPORATION

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25 March 7, 2006

26 DATED: September 21, 2005

27 Honorable

United States

Stipulated Protective Order


Judge Edward M. Chen

Edward M. Chen

Magistrate Judge

Case No. 05-00686 SBA

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Northern District of California on
_____ [date] in the case of Nidec Corporation v. Victor Company of Japan,
Ltd., et al., Case No. C05 00686 SBA. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Northern District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

Stipulated Protective Order

C05 00686 SBA